

ATTACHMENT 2

STATEMENT OF WORK

The Contractor is responsible for performing services in accordance with the following statement of work specifications, and in accordance with all other terms and conditions contained in the Solicitation/ contract.

A. HUSBANDING SERVICES TO BE PROVIDED BY CONTRACTOR:

The items to be furnished under this contract include Husbanding Services for U.S. Navy, U.S. Coast Guard, and U.S. Military Sealift Command ships in the port of San Francisco, including all surrounding areas such as Oakland, Alameda, Hunters Point, etc. (Port of San Francisco encompasses the Bay Area, consisting of anchorages within San Francisco county, south of Richmond - San Rafael Bridge and north of San Mateo bridge - including Contra Costa and Marin Counties). The contract is also authorized for use by foreign vessels in the San Francisco Bay Area.

The Contractor shall provide husbanding services as described in this attachment and other sections herein, and shall also arrange for any official supplies and services to be sub-contracted in accordance with the terms and conditions of this contract. As consideration for the performance of these services, the Contractor shall be paid the applicable Husbanding Fee set forth in Section B. This payment constitutes total consideration for performance of these services, including all overhead and office expenses (e.g., telephone, telex, postage, etc.) and Contractor overtime.

Performance of services includes providing for any required services and/or supplies which may be ordered in accordance with the terms of the contract and in compliance with the following specifications. The quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade, or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified and licensed in the relevant profession, trade, or field. Without additional expense to the Government, the Contractor shall be responsible for obtaining any necessary insurance, licenses, and permits, and for complying with any applicable laws, codes and regulations, in connection with the performance of the work. Further, the Contractor is responsible for ensuring that proper safety and health precautions are taken to protect the work, the workers, the public, and the property of others. **The Contractor must have Internet capability** sufficient for transmission and receipt of LOGREQs, electronically generated delivery orders, and submission of reports required by paragraph B.18 below.

1. PRELIMINARY ARRANGEMENTS:

Upon receipt of notification by the Contracting Officer/Ordering Officer of a forthcoming visit by a U.S. or authorized foreign vessel, the Contractor shall make all necessary preliminary arrangements with

port authorities, other Government contractors and/or sub-contractors, and other commercial firms, as necessary, in order to provide the specific services required, and at the times requested. The contractor shall additionally arrange for any supplies and/or services ordered which are not separately priced under this Schedule, but which the contractor will be responsible for providing. All supplies and/or services ordered which are not priced in Attachment 1, Billing/Pricing Schedule, shall be negotiated at the time the order is issued and/or modified. Although notification of pending ship visits will normally be provided 3-10 days in advance of the ships' arrival, services may occasionally be required on an immediate and/or urgent basis.

2. **INITIAL BOARDING:**

(a) San Francisco: The Contractor shall board each ship **upon** a payment adjustment in accordance with Attachment 4 herein.) If multiple U.S. Navy (USS) ships, Military Sealift Command ships (USNS), and/or U.S. Coast Guard vessels arrive within the same day and in the same port, initial boarding shall be accomplished within four (4) hours after arrival of each ship. During Fleet Week (held in October each year), initial boarding shall be accomplished within six (6) hours of arrival of each ship.

(i) For all other "non-Navy" ports throughout California, the necessity of on-site support shall be negotiated between the Contracting Officer/Ordering Officer and the Contractor, based on the specific requirements of each port visit.

(b) The Contractor shall provide to each ship, upon initial boarding, a copy of this contract, if required; copies of applicable port tariffs; and current pricing information for frequently ordered supplies or services provided by other sources within the port (e.g. FF&V, Laundry, etc.); and shall also have available any other information identified and/or provided by FISC San Diego for distribution to ships, such as port service bulletins, customer service guides, etc. In the event that the ship identifies additional requirements not specified in the LOGREQ and/or delivery order, the Contractor shall IMMEDIATELY notify the Contracting Officer/Ordering Officer.

UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR ARRANGE FOR SUCH ADDITIONAL REQUIREMENTS PRIOR TO RECEIPT OF VERBAL OR WRITTEN AUTHORIZATION FROM THE CONTRACTING OFFICER/ORDERING OFFICER.

(c) The Contractor shall, upon initial boarding, be prepared to brief ship personnel on local area public transportation availability; emergency services, including environmental, Coast Guard, and medical; local regulations; after hour numbers and emergency response procedures. In addition, the Contractor shall brief ship personnel, if requested, on any available athletic and recreational facilities in the vicinity of San Francisco. Such information shall include the location, hours of operation, and cost of such facilities, including but not limited to: soccer fields, basketball courts, swimming areas; as well as the availability of local teams for competitive athletics and information regarding the availability and pricing of tours, local points of interest, etc.

(d) The Contractor shall make arrangements for Customs, Immigration, Agricultural Department, local Police Department, etc. representatives to meet the ship on arrival to complete all port entry formalities and requirements. The Contractor shall additionally provide assistance in obtaining customs clearance for parts, components, CASREP equipment, etc., shipped by NAVTRANS Norfolk in conjunction with a specific ship's port visits.

(e) Any Husbanding Agents (Contractor Representatives) responsible for oversight and/or management of port visits shall at all times be professional in appearance and manner, with an attitude and demeanor appropriate for responding to ship's personnel, including foreign military service members, local governmental authorities, and/or foreign embassies/consulates.

3. GENERAL ASSISTANCE:

(a) The Contractor shall assist with any official requirements of the ship associated with it's port visit, as requested by the Contracting Officer/Ordering Officer on behalf of the ship's Commanding Officer, or designated representative. When requirements not identified on the specific delivery order are requested by ship's personnel, **such requests shall be forwarded to the Contracting Officer/Ordering Officer IMMEDIATELY.** The Contractor shall **NOT** make arrangements for such additional requirements until either verbal or written authorization has been received from the Contracting Officer/Ordering Officer.

(i) When unpriced services and/or supplies are ordered (NOT specified in Attachment 1, Billing/Pricing Schedule), the Contractor is required to solicit competitive offers whenever practicable. Such offers are to be submitted to the FISC San Diego Contracting Officer for review and negotiation of a fixed price for the services/supplies ordered. **The Contractor shall be held liable for all damages and cost impacts to the U.S. Government resulting from the Contractor's failure to exercise reasonable care in the performance of any services or the execution of contractual duties pursuant to this contract.**

(b) The Contractor is NOT required to arrange unofficial requirements or personal requests from individual crew members.

(c) The contractor shall provide assistance, as requested, to local military officials, as designated by the Contracting Officer/Ordering Officer, in arranging and/or performing protocol matters. This includes, but is not limited to, assisting with arrangements relative to official visits with local dignitaries, ships' tours, official guest lists and receptions, etc.

(d) The Contractor shall also provide assistance in arranging for and effecting personnel transfers, as required. Such assistance shall include greeting arriving personnel and assisting them in joining the vessel, and ensuring the smooth and timely departure of detaching crew members. For U.S. vessels only - all direct charges associated with personnel transfer (airline tickets, Customs clearance, etc.) shall be negotiated by the Contracting Officer/Ordering Officer, and shall be reimbursed to the Contractor at direct cost; all Husbanding Agent

arrangements shall be included in the daily HA fee applicable to the specific ship's delivery order. Costs associated with transferring personnel from foreign military vessels shall be negotiated directly between the Contractor and the foreign vessel and/or cognizant Embassy/Consulate Office.

4. ORDERING AND MONITORING/PROGRESSING:

(a) Based upon the specific delivery order, the Contractor shall ensure the timely filling of all ships' requirements in accordance with the provisions of this contract. The Contractor shall monitor the status of ships' orders to ensure timely and satisfactory performance. He shall visit the ship as necessary, but at least once daily; unless other arrangements are made with the concurrence of the ship's Supply Officer. The Contractor shall be available (on call) at all times during the ship's visit to assist with any official requirements of the ship and/or to provide assistance to the ship regarding any problems encountered. The Contractor is neither authorized nor required to provide services or accept personal requests from individuals.

(b) For any ship which is in port in excess of seven (7) consecutive calendar days, the Contracting Officer/Ordering Officer may reduce, by advance notice, the requirement for Husbanding Services until further notice. During the period of reduction, the Contractor is relieved of all Husbanding requirements specified by the Contracting Officer/Ordering Officer as unnecessary; and shall continue to provide only those services specifically authorized by the Contracting Officer/Ordering Officer via verbal and/or written modification of the delivery order (CHT, trash removal, potable water, etc.). Pro-rated Husbanding Fees will be paid for those days for which Husbanding Services were reduced by the Contracting Officer/Ordering Officer. Such pro-rated fees shall be commensurate with the levels and types of services to be continued during the period of reduction, and shall be negotiated between the Contracting Officer/Ordering Officer and the Contractor PRIOR to commencement.

5. PASSING SHIPS' ORDERS TO OTHER CONTRACTORS, INCLUDING OTHER GOVERNMENT CONTRACTORS:

(a) The Contractor shall coordinate and pass orders to other Contractors, including those holding U.S. Government contracts for various supplies and services, as required. This service includes all actions necessary to facilitate the delivery and acceptance of supplies or services ordered, including routine administration as normally performed by the Contractor for the services listed herein, as well as the inspection of supplies and/or services furnished by other Government contractors.

(b) In addition, the Contractor shall present other Contractors' invoices to the ship's Supply Officer or Disbursing Officer for certification of inspection and acceptance, and shall forward for payment in accordance with invoicing and payment clauses contained herein and shall, upon receipt of payment, deliver other Contractors' payments in a timely manner. Any disputes or discrepancies arising from the order will be resolved directly between the Contractor and

other Contractor(s). Any disputes or discrepancies arising between the ship and the Contractor which cannot be resolved shall be referred to the Contracting Officer for final resolution/settlement.

6. LANGUAGE REQUIREMENTS AND INTERPRETER SERVICES:

(a) All contractor personnel who deal directly with ships' personnel shall be fluent in English, i.e., they must speak and understand conversational English and be able to discuss technical aspects of shipboard requirements and services available in the port(s).

(b) FOR FOREIGN VESSELS ONLY, the Contractor is responsible for providing any interpreter services necessary to accomplish all tasks, which are required for performance of services under this contract.

(i) The cost for interpreter services described in paragraph (b) above shall be negotiated directly between the Contractor and the foreign vessel.

7. PRE-SAILING VISIT:

(a) The Contractor shall schedule and make a visit to each ship prior to its sailing date, at a time permitting the presentation of invoices, including other contractors' invoices as described in paragraph 5(b) above. At that time the Contractor shall present an invoice for services provided under that ship's delivery order, which can be finalized and forwarded to the Contracting Officer for review and submission to the appropriate paying office for payment. Any invoices which cannot be certified prior to the ship's departure shall be processed and paid directly by the ship, in accordance with the Invoicing and Payment Clauses set forth in this contract.

(i) The Contractor shall also provide any invoices for port tariff items, which have been completed, to the ship's Supply Officer for certification.

(b) The Contractor shall relay at that time any late information on pilot and/or tug schedule changes, and any additional information applicable to the ship and its departure. The Contractor's point of contact for these functions shall normally be the Command Duty Officer or the ship's Supply Officer.

B. SERVICES TO BE ARRANGED BY CONTRACTOR:

Set forth below are specifications covering services (other than husbanding) which are the responsibility of the Contractor when expressly authorized under the terms of a delivery order. It is the responsibility of the Contractor to arrange, manage, and ensure timely performance of such services. The Contractor shall be fully liable for all aspects of performance of all services listed below which the ship requires, even though such services may be subcontracted (in part or in full). Any exceptions to this (e.g., due to natural disasters, port authority regulation changes, etc.) shall be allowable only upon the verbal and/or written approval of the Contracting Officer.

1. FRESH PROVISIONS AND OTHER SUBSISTENCE ITEMS

(a) When notified by the Ordering Officer, the Contractor shall coordinate the ship's procurement of fresh provisions and other subsistence items, to include fresh fruits and vegetables, meat, fish and poultry products, dairy foods and eggs, bakery products and other food and beverage products. The Contractor shall coordinate and assist in deliveries, if required.

(b) When such provisions are ordered, the Contractor shall comply with FAR 52.244-5, entitled "Competition in Subcontracting. The Contractor is required to solicit competition from reputable local businesses, when practical, and to provide the Contracting Officer/Ordering Officer with recommended sources of supply who may be contracted with for required provisions. The Contractor shall forward records of the acquisition of provisions to the Contracting Officer, including sources contacted and their proposed prices, and shall document those cases when competition among sources is not practical. The Contractor shall NOT add any surcharge(s) to the price of provisions ordered, nor to any delivery expenses; the Contractor shall receive his reimbursement solely via the daily husbanding rates set forth in Attachment 1, Billing/Pricing Schedule.

(c) All such provisions provided shall be subject to inspection by authorized ship's personnel. Any provisions not meeting U.S. government health regulations/requirements shall be rejected as unacceptable and shall be removed by the local source of supply. The Contractor shall obtain replacement provisions in a timely manner.

(d) In addition to paragraph (c) above, local sources proposing to provide fresh provisions should be fully compliant with all federal and local government health and sanitary regulations.

(e) Perishable food items should be delivered at no more than -18 degrees Celsius (0 degree Fahrenheit) for frozen goods, and between 0 degrees Celsius (32 degrees Fahrenheit) and 7 degrees Celsius (40 degrees Fahrenheit) for chilled goods. All food items will be the freshest available, in good condition, and should meet the minimum requirements of the specifications.

2. FRESH POTABLE WATER:

(a) The contractor shall arrange for fresh potable water, as requested on individual delivery orders. The prices set forth in Attachment 1, Billing/Pricing Schedule, shall include all facilities and/or equipment necessary for the delivery of potable water to the intake hose of the specific ship. The Contractor shall ensure that adequate pump(s) and couplings for marrying with ship's hoses are available for delivering fresh potable water on board ship. The Contractor shall provide an accurate method of measuring the actual number of gallons and/or metric tons of water, delivered (flow-meter, depth chart, etc.) in order to document the amount of fresh potable water provided. These figures must be certified by the ship's Chief Engineer or the Engineering Duty Officer prior to payment. The Contractor shall be reimbursed only for water actually received by the ship and not water ordered, and shall request a modification of the delivery order when quantities taken on by the ship differ from quantities ordered.

(b) Potable Water is defined as fresh drinking water of a quality not less than that prescribed in NAVMEDCOMINST 6240.10, or later version. The Contractor shall be responsible for identifying and providing water from a source which meets all local Government and U.S. Navy requirements.

(c) The reception, handling, storage, and delivery of potable water to ships' water systems shall be carried out under completely sanitary conditions.

(d) The Contractor shall make deliveries during normal working hours, unless otherwise approved by the ship's Supply Officer.

(e) All equipment and trucks used by the Contractor or any subcontractor in performance of these services shall be subject to such inspection and test by an authorized representative of the U.S. Government as the Contracting Officer may specify. The U.S. Government inspectors shall be entitled to inspect the equipment and trucks at all reasonable times, as often as they may deem necessary, and at such reasonable place or places as the U.S. Government may specify.

(f) The Contractor shall, without additional cost to the U.S. Government, furnish the necessary personnel and facilities to conduct such test and examination of samples of water and barges used hereunder as the Government inspector may designate, to determine the extent or possibility of contamination of such water, equipment, and barges. The Contractor may, at its option and cost, have the tests conducted by a recognized Sanitary Inspector provided that the performance of the tests and examinations by such Sanitary Inspection has been approved in advance and in writing by the U.S. Government Inspector. The Contractor shall forward all reports resulting from such inspections to the Contracting Officer within three (3) days of completion.

(g) The Contractor agrees to furnish such reports and execute such forms as the U.S. Government may require in connection with services performed under this contract, and further agrees that requests for such reports and execution of such forms will be completed promptly and at no additional expense to the Government.

3. LAUNDRY SERVICES:

(a) The Contractor shall arrange for laundry (including dry cleaning) services to be available to customer ships. The laundry service will be provided by an independent source selected by the Contractor. The Contractor is required to solicit competition from local sources and to ensure that prices being offered by the laundry service are the lowest available. The service shall be available for crewmembers on an individual basis and for official ships laundry which may be contracted for by the Contracting Officer/Ordering Officer.

(b) If necessary, the laundry vendor will establish a receiving point, which should be located on the pier, as close to ship's brow as safely possible. The Contractor shall require the laundry service to contact

the ship's Supply Officer or designated representative on the day of, or the day prior to, the ship's departure to ensure all ships' laundry has been returned satisfactorily.

4. TRASH REMOVAL:

(a) The Contractor shall furnish all labor, tools, materials, equipment and supervision necessary for the performance of all operations incidental to the collection and disposal of refuse, including liquid, semi-liquid, or solid garbage (as defined in Annex B to Attachment 2, "Refuse Service Definitions") generated by U.S. Navy, Coast Guard, Military Sealift Command, or authorized foreign vessels.

(b) Unless prohibited by Port regulations, the Contractor shall furnish dedicated trash containers near the ship (within 25 meters). If Port regulations prohibit this proximity, the containers shall be placed as close as permitted. The containers shall be emptied by contractor personnel with sufficient frequency to allow trash disposal by the ship whenever required.

(c) The Contractor's duties and responsibilities, in addition to those specified in Schedule B, are as follows:

(i) Removal and Disposal. All refuse from vessels, or in plastic bags or cardboard boxes, shall be collected as ordered. All other loose refuse, such as cardboard boxes, cartons, bundled and tied newspapers and magazines, and packing containers, pallets, etc., which are placed adjacent to the refuse shall be picked up by the Contractor. Any spillage of refuse in the course of the handling operation shall be cleaned up immediately by the Contractor. Refuse containers, after they have been used and emptied, shall be returned to their original position and the lids replaced. All refuse collected shall be hauled in suitable vehicles and disposed of in accordance with subparagraph (2) below. DISPOSAL OF ANY HAZARDOUS MATERIAL OR WASTE, INCLUDING BIO-MEDICAL MATERIALS, IS PROHIBITED.

(ii) Compliance with Laws and Regulations. The Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the collection, transportation, and disposal of refuse and shall obtain such permits, licenses or other authorizations as may be required.

(iii) Insofar as practicable, ships shall separate trash into edible, burnable and non-burnable categories. The Contractor shall notify the Contracting Officer when any separation desired by the Contractor, over and above this is required.

(iv) In addition to the definition in Annex B to Attachment 2, "refuse" includes provisions, materials or anything accepted by a ship but not deliverable due to spoilage, etc., even though such refuse was not onboard the vessel.

(v) There will be one area designated for trash pick-up for each ship. Ship's company (crewmembers) will transport trash to designated area. Trash, excluding plastic, will normally be dumped prior to entering port; however, some ships may have 1-3 days accumulation of regular

trash and up to 21 days accumulation of plastic trash on board upon arrival.

(vi) For ports other than San Francisco, trash services may be required at anchor. Prices for at anchor trash removal will be negotiated between the Contractor and the Contracting Officer/Ordering Officer PRIOR to issuance of a delivery order.

5. COLLECTION/HOLDING/TRANSFER (CHT)/SEWAGE REMOVAL:

(a) The Contractor shall provide Sewage Removal Services, as specified on individual delivery orders. These Sewage Removal Services involve the collection of Collection/Holding/Transfer (CHT) bacteriological/chemical liquids generated by U.S. vessels, as ordered by the Ordering Officer. This liquid waste will be pumped by the requiring vessel into Contractor provided covered tanks, and will include all waste water generated by the vessel (i.e. grey water and black water). The Contractor shall dispose of this liquid waste as required by federal and local laws and regulations at authorized locations.

(b) All equipment used for Sewage Removal shall be in mechanically sound condition and shall meet all safety standards as required by all local laws and regulations. Contractor hoses and connections for Sewage Removal must be compatible with U.S. vessels. The operator shall be familiar with local environmental laws, regulations, and type and class of U.S. vessels. The price shall include any drivers or operators and any helpers or crew members required; overtime charges; all insurance; fuel; customs or agricultural clearance, if required; and all other operating expenses. (Payment will be for the total number of gallons removed.)

(c) Once performance has begun, a ship will not be charged for any additional costs for cancellation when a minimum of 12 hours notice is provided to the Contractor. When less than 12 hours notice is provided, the Contractor and the Contracting Officer/Ordering Officer shall negotiate a pro-rated amount for services on the day on which services are terminated.

(c) The Contractor shall provide an accurate flow-meter/depth chart to document the amount of CHT/Sewage removed from the customer ship. These CHT/Sewage removal figures must be certified by the ship's Chief Engineer or the Engineering Duty Officer or equivalent personnel, prior to certification of invoices for payment.

(d) Unless otherwise arranged with the ship's Supply Officer, the Contractor shall provide an appropriate number of barges/trucks/tanks with sufficient capacity to assure that the ship's CHT tanks are emptied prior to reaching 90% of capacity and, shall ensure that service begins within one (1) hour of ship's arrival and continues until one (1) hour before ship's departure.

(e) For ports other than San Francisco, CHT/Sewage removal services may be required at anchor. Prices for at anchor CHT/Sewage removal will be negotiated between the Contractor and the Contracting Officer/Ordering Officer PRIOR to issuance of a delivery order.

6. WASTE OIL AND AGGREGATE WATER REMOVAL:

(a) Although U.S. military vessels will normally hold waste oil/aggregate water for disposal in Navy ports, occasionally the Contractor may be required to arrange for removal and disposal of waste oil and aggregate water generated by U.S. military vessels, as ordered by the Contracting Officer/Ordering Officer on individual delivery orders. Waste oil/aggregate water shall be pumped by the ship into Contractor provided tanks, and the Contractor shall arrange for disposal of this liquid waste as required by local and/or federal laws and regulations.

(b) All equipment used for Waste Oil/Aggregate Water removal shall be in mechanically sound condition and meet all safety standards as required by all local laws and regulations. Contractor hoses and connections for waste oil/aggregate water must be compatible with U.S. military vessels. The operator shall be familiar with local environmental laws, regulations, and type and class of U.S. military vessels.

(c) Prices for removal and disposal of waste oil and/or aggregate water shall be negotiated between the Contractor and the Contracting Officer/Ordering Officer PRIOR to issuance of a delivery order requiring these services. The negotiated price shall include driver/operator(s), any helpers or crew members required, overtime charges, all insurance, fuel, customs clearance, and other operating expenses. Since payment shall be made on the number of gallons removed, the Contractor shall provide an accurate flow-meter/depth chart to document the amount of waste oil and/or aggregate water removed from the ship. These removal figures (number of gallons) must be certified by authorized ship's personnel prior to submission and payment of invoices.

7. PILOTS AND PILOT BOATS:

(a) The Contractor shall provide for pilots and pilot boats, if required, as specified on individual delivery orders. The retention of these services shall be accomplished in conjunction with local Port Authorities. The Contractor shall coordinate with Port Authorities as necessary to ensure that the services are available as required, and at the times requested.

(b) The prices charged for Pilots shall include ONLY the formula designated by the local Port Authority which is in effect at the time each order requiring pilot services is issued. The following formula is current as of the date of contract award: (to be completed upon award). Any requested changes/revisions in the formula utilized to calculate pilot fees shall be reported to the Contracting Officer IMMEDIATELY. The Contractor shall forward a copy of the official tariff rate change(s), as issued by local port authorities, to the Contracting Officer. No change in the reimbursement rate will be authorized until the contract has been modified in accordance with the clause entitled "Line Items Subject to Economic Price Adjustment".

8. TUGS:

(a) The Contractor shall arrange for tugs, if available, when specifically requested on individual delivery orders. The Contractor is required to utilize existing MSCO Concord (formerly MSCPAC) contracts for tug services when practicable (meets ship's requirements in terms of types and numbers of tugs and ship's scheduled movements, AND the price does not exceed current commercial prices available in individual delivery orders.

(b) The Contractor shall arrange Fleet Landing requirements on the pier(s) as specified on individual delivery orders. Fleet Landing requirements may include, but are not limited to, the following: beach guard shack, telephone service, food service options, toilet facilities, and covered and/or secure storage. The price for any Fleet Landing requirements shall be commensurate with the specific facilities and/or options provided, and shall be negotiated between the Contracting Officer/Ordering Officer and the Contractor PRIOR to issuance of any delivery order incorporating such requirements.

10. LINEHANDLERS:

(a) The Contractor shall arrange for line handlers as specified on individual delivery orders, and in accordance with the ship's scheduled arrival and departure dates/times.

(b) The Government shall pay only for actual services performed, not for services ordered. Additionally, Attachment 4, Performance Evaluation Review, authorizes deductions in the Contractor's Husbanding Agent Fee when line-handling services are insufficient and/or untimely.

11. FORKLIFT AND CRANE SERVICES:

(a) The Contractor shall provide for forklifts (with operators) able to operate on the pier to load and unload cargo from/to the truck or from/to the vessel, when required; cranes may also be necessary to move brows, platforms, camels, fenders and/or other slip equipment.

(b) The Contractor shall provide for cranes with operators (Shore Only), as required. Cranes provided shall be of type and size suitable for the purpose intended, with the minimum required lifting capacity specified on the delivery order, at 100 feet reach and maneuverability of at least 180 degrees.

12. BROWS, PLATFORMS, SEPARATORS (CVA AND NON-CVA), JLGs (MAN-LIFTS), FENDERS, CAMELS, ETC:

(a) Most U.S. Navy vessels carry brows (gangways). However, the use of their own brows is dependent upon the type of mooring obtained and other vessel considerations. If brows are required, the Contractor shall provide brows in the various sizes and categories specified in Attachment 1, Billing/Pricing Schedule.

(b) The Contractor shall furnish fenders, camels, platforms, JLGs (manlifts), platforms, and separators (both CVA and non-CVA) in the quantities and sizes specified in individual delivery orders. The camels shall be flat surface barges for positioning alongside the pier

for use in breasting the ship away from the pier. Fenders shall be Yokohama type fenders or equivalents, with sufficient cushion to fender ship from the pier or for placing between barges/camels and the ship.

13. CARGO DRAYAGE:

(a) The Contractor shall provide for cargo drayage by truck, as required. Prices shall be on a per/hour basis, and shall include driver (and helpers, as required), all insurance, fuel, tools, and all incidental expenses. The Contractor shall verify that the correct size and type truck is used for the purpose intended. All invoices for drayage shall include those hours during which drayage was actually occurring, plus not more than one additional hour for round trip truck travel between the Contractor's or subcontractor's location and the work site, if applicable. All invoiced hours shall be substantiated by a trip ticket, which has been certified by a ship's representative.

(b) The Contractor shall receive all fleet freight shipped by the Naval Transportation Support Center or commercial sources, and shall arrange for delivery to vessels while in port. For critical parts, Casualty Repair (CASREP) items, the Contractor shall maintain a custody accounting ledger showing date and time of receipt from commercial sources and date and time of delivery to the appropriate ship. Receipt by the ship will be acknowledged by the ship's Supply Officer or his designated representative, and the appropriate signature(s) obtained. The Contractor will not be responsible for receipt of cargo from Military Airlift Channels, but may be required to provide drayage in accordance with paragraph (a) above.

14. GROUND TRANSPORTATION SERVICES:

(a) The Contractor shall provide for vehicle hire services, as specified on individual delivery orders. Vehicle hire services are for official ship's usage ONLY; the Contractor is NOT responsible for arranging vehicle hire services for unofficial or personal requirements of individual crew members. The types of vehicles required may include passenger sedans, passenger vans, pick-up trucks and buses, and shall be provided for local area trips only. Prices shall include: all insurance; fuel; holiday surcharges; and all other operating expenses. Additionally, vehicles requested by foreign vessels may require drivers/operators.

(i) Operators and helpers must be well rested. Operators shall be assigned in shifts, if necessary, and operators shall not work any shift in excess of eight hours. See paragraph 6(b) and 6(b)(i) above for requirements related to interpreter/language services, and for guidance on payment for such additional services.

(c) The Contractor shall ensure that all vehicles provided are in sound mechanical condition and meet all safety standards required by local laws and regulations so as to preclude breakdown and/or injury to passengers. Further, all vehicles shall be in a clean condition when presented for service and shall be free of debris. All vehicles shall be sufficiently clean so as not to soil passengers, their

clothing, or possessions with dirt, grease, oil, or other matter. If any vehicle provided does not meet the requirements of this paragraph as determined by the ship's Supply Officer or his designated representative, the U.S. Government shall have the right to reject such vehicles for performance of services.

(d) The Contractor shall ensure that the correct size and type of vehicle is provided, and that all vehicles (including operators, if applicable) are at all times fully licensed, registered, and insured (including adequate passenger liability insurance).

(e) In the event of vehicle breakdown immediately prior to or during a trip, the Contractor shall provide, at no additional expense to the Government, a replacement vehicle, which fully complies in all respects with this contract.

(f) Any official or personal articles or items found in or on any vehicle after completion of each trip shall be turned over to the ship's Supply Officer while the ship remains in port. If official or personal articles or items are found after the ship's departure, the Contractor shall notify Contracting Officer, who will provide disposition instructions.

(g) The Contractor shall be responsible for ensuring that each vehicle is jointly inspected before and after each service shift by the Contractor and an authorized representative of the U.S. Government. The Government will not consider any claim for damage or destruction to any vehicle which has not been jointly inspected.

(h) The current policy enforced by car rental agencies prohibits release of any vehicle to anyone other than the licensed driver who will be legally liable and responsible under the terms of the lease agreement. **Therefore, the Contractor may not be able to provide vehicles directly to the pier, but shall escort authorized ship's personnel to the designated pick-up/ delivery location.**

15. COMMUNICATION SERVICES:

(a) Land Lines - whether installed on a permanent or temporary basis, land lines shall be made available for official, local and international use. Land lines requested shall be fully installed and operational, including long distance capability, within two (2) hours of ship's docking. DURING FLEET WEEK, INSTALLATION SHALL BE COMPLETE FOR EACH SHIP WITHIN FOUR (4) HOURS OF DOCKING. Installation charges shall be inclusive of all costs for installation and removal of land lines. Usage charges will be the actual charges computed in accordance with local and/or national tariffs current during the ship's visit. Any phone usage unit charges shall be based on phone meter readings or billing statements from local and/or national phone company(s).

(b) Cellular Telephones - shall be made available for official, local and international use. Installation charges shall be inclusive of any costs for delivery/installation and removal. Usage charges will be the actual charges computed in accordance with local and/or national tariffs current during the ship's visit. Any phone usage unit charges

shall be based on phone meter readings or billing statements from local and/or national phone company(s).

(i) Cellular phones shall be mechanically sound, fully charged and operational, and in full compliance with local and/or national telephone regulations. The phones shall be equipped with battery charger, a transformer (if required), an adapter which permits use of the charger in the ship's electrical outlets, and usage instructions written in English.

(c) Portable Radios - shall be made available for official, local use only, as required by individual delivery orders. Radios shall be mechanically sound and in full compliance with local and/or national regulations, and shall have a minimum range of five (5) nautical miles with ship to shore capability. The radios shall be fully charged and equipped with battery chargers, transformers, and adapters, if applicable, and shall also include usage instructions written in English.

(d) Pagers - shall be mechanically sound, fully charged (if applicable), and in full compliance with local and/or national regulations, and shall include usage instructions written in English.

(e) Telephone bills received after the departure of the vessel shall be forwarded to the vessel's Supply Officer, as indicated in invoicing and payment clauses herein, for certification and subsequent payment by the appropriate Disbursing Officer.

(f) The Contractor shall also provide information to vessels regarding specific locations of the nearest public telephones for the personal use of the crew.

16. FUEL (MGO/F76)

(a) Although U.S. military vessels will normally take on fuel in Navy ports, occasionally the Contractor may be required to arrange for delivery of marine diesel fuel, as ordered by the Contracting Officer/Ordering Officer on individual delivery orders.

(b) If fuel is ordered, the Husbanding Agent shall first ascertain if there is an existing U.S. Government or other Government owned bunker capability in the port, or if there is a current contract for the port awarded by the Defense Fuel supply Center (DFSC) or the Navy Petroleum Office (NPO) providing the types and volume of fuel ordered. If there is a bunker, or if there is an existing DFSC or NPO contract, the Contractor shall pass the order to the appropriate fuel supplier and will coordinate the delivery of the fuel.

(i) The Contracting Officer shall provide written instructions regarding passing ship's fuel orders to appropriate suppliers in San Francisco, including submission of invoices, subsequent to contract award.

(c) If there is no existing U.S. Government or other Government owned bunker capability nor any existing DFSC or NPO contracts, the Contractor shall facilitate competition whenever practicable. The

Contractor shall keep records of competitions among the refineries or other fuel sources (including sources contacted and their proposed prices) and will document those cases when competition is not practicable. When requested, the Contractor shall furnish copies of these records to the Contracting Officer/Ordering Officer.

(d) In recognition of the fact that fuel is sold by weight (metric tons) AND by volume (gallons or liters), the Contractor shall ensure that all U.S. vessels are provided with a fuel invoice and the appropriate customs certification, if applicable, demonstrating the quantity of fuel provided in both metric tons and in gallons/liters.

(e) The Contractor is specifically responsible for arranging the timely delivery of fuel at fair and reasonable terms and conditions, as directed by the Contracting Officer/Ordering Officer. Fuel shall meet recognized standards for quality, as set forth in Annex D to this Attachment (#2). The Husbanding Agent shall be responsible for ensuring that the fuel supplier(s) properly use oil spill booms, if required by law or regulation, and complies with all laws or regulations relating to the provision of fuel. **The Contractor shall ensure that the price charged for fuel reflects the invoiced cost of the fuel from the refinery, free on board the vessel, whether at pier-side or at anchor.** Compensation for all husbanding efforts and all costs associated with assistance provided in acquiring and delivery of fuel are included in, and otherwise covered by, the daily fixed husbanding services rates set out in Attachment 1, Billing/Pricing Schedule.

17. **QUALITY ASSURANCE/CONTROL:**

(a) The Contractor shall establish and maintain a complete quality program to assure that the husbanding services provided are of the highest caliber and conform to the requirements of this contract in all respects.

(i) The quality program shall incorporate a system of inspection covering all services required under this contract, on either a scheduled or unscheduled basis. The purpose of such inspections will be to identify and prevent defects in the quality of services provided BEFORE the level of performance becomes degraded.

(ii) The Contractor shall maintain records of all inspections and quality assurance reviews, including any necessary corrective actions taken. This documentation shall be made available to the Government as part of the required reports identified in paragraph (18) below.

(b) The Government will evaluate the Contractor's performance under this contract using the Performance Evaluation Review (PER) specified in Attachment 4. Written evaluation reports and/or customer surveys will be submitted to the Contracting Officer by all ships supported by the Husbanding Agent during a port visit. Any evaluations indicating problems or discrepancies causing unacceptable performance will be forwarded to the Contractor immediately for comment/explanation.

(i) In the case of severe and/or repeat or continuing defects, the Contracting Officer may require a meeting with the Contractor, in

addition to any written documentation required, to identify the cause of such deficiencies and to determine the best method of improving performance.

(c) In addition to the customer surveys and written evaluations, the Contracting Officer may, from time to time during the period of performance, send authorized Government representatives to review the Contractor's performance. Contractor personnel shall cooperate fully with the Government representatives during such reviews.

18. REPORTING REQUIREMENTS:

(a) The Contractor shall submit monthly port visit reports electronically using the report format specified in Attachment 5 to this solicitation/contract, a copy of which shall be provided on diskette by the Contracting Officer upon contract award. The two-part report shall consist of a summary for the month for all ships, by port, by line item; plus individual reports by port, by ship, by line item. Both reports shall specify actual services/supplies delivered to the ships, and prices invoiced during the reporting period. In addition, the report shall list all unpaid invoices as of the closing date of the report.

(i) The Contractor shall forward monthly updates electronically, in the format set forth in Attachment 5, within five (5) days of the end of each month. It is preferred that the report be submitted via the Internet; however, submission via floppy disk containing the requisite database format will be accepted. Reports shall be submitted for all U.S. vessels and for all foreign vessels supported under this contract.

(ii) The timely, complete and accurate submission of the required reports shall be an item for consideration in the evaluation of offers for future Port Service contracts.

(b) In addition to port visit statistical and/or cost reports, the Contractor is required to submit quality assurance inspection reports, in accordance with paragraph 17(a)(ii) above, when requested by the Contracting Officer.